

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

JAMES MAXWELL

Plaintiff

v.

**CHASE HOME FINANCE LLC, does 1-50,
and U.S. BANK NATIONAL
ASSOCIATION J.P. MORGAN
MORTGAGE**

Defendants

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CIVIL ACTION NO. 4:09-cv-4038

**DEFENDANTS' RESPONSE TO PLAINTIFF'S
MOTION TO COMPEL PRODUCTION OF DOCUMENTS**

Defendants Chase Home Finance LLC ("CHF") and U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Acquisition Trust 2006-HE3, Asset Backed Pass-Through Certificates, Series 2006-HE3 ("U.S. Bank") serves their Response to Plaintiff's Motion to Compel Production of Documents, and would respectfully show as follows:

**I.
SUMMARY**

Pro se Plaintiff James Maxwell's allegations against Defendants in this lawsuit are non-sensical and meritless. Plaintiff remarkably seeks to prevent the foreclosure sale despite his undisputed default of the loan. Defendants' Rule 12(b)(6) Motion to Dismiss should be granted, and Plaintiff's claims dismissed in their entirety.¹ Continuing his pattern of frivolous filings, Plaintiff filed a Motion to Compel Production of Documents.² Plaintiff's Motion is meritless and must be denied. Plaintiff's Request for Production to Defendants violated this Court's Order

¹ Docket No. 23.

² Docket No. 45.

regarding discovery and Defendants nonetheless asserted specific applicable objections to the Requests.

II.

ARGUMENT AND AUTHORITIES

1. Plaintiff's Request for Production violated this Court's Order.

Defendants objected to Plaintiff's Request for Production in its entirety because it was served in violation of the Court's Order. On September 9, 2010, an Initial Conference in this matter was held before Magistrate Judge Stacy.³ During the Initial Conference, the Court recommended that *pro se* Plaintiff seek an attorney to represent him in this matter and gave him until October 12, 2010 to do so. The Court specifically ruled that *no discovery was to occur* in this matter until after October 12, 2010. Plaintiff, in blatant disregard of the Court's Order, served his Request for Production on or about September 9, 2010. Defendants objected to Plaintiff's Request for Production in its entirety because it violated this Court's Order.

Plaintiff's Motion to Compel seeks to mislead this Court regarding the rulings at the Initial Conference. Remarkably, Plaintiff suggests this Court only intended for the prohibition on discovery to apply to the Defendants. Plaintiff's argument is negated by the Court's rulings during the Initial Conference.⁴

2. Defendants' objections were properly asserted.

Because Plaintiff's Request for Production was premature and violated this Court's Order, Defendants were not required to respond. Nonetheless, Defendants asserted objections that specifically pertain to each of the requests.⁵ Plaintiff alleges Defendants "fabricated answers

³ A true and correct copy of the transcript from the Initial Conference is attached as Exhibit A.

⁴ See Exhibit A, p. 10, lines 18-20, p. 14, 11-14.

⁵ A true and correct copy of Defendants' Response to Plaintiff's Request for Production of Documents is attached as Exhibit B.

that are evasive and incomplete....”⁶ Plaintiff is incorrect and mischaracterizes Defendants’ objections.

The vast majority of Plaintiff’s requests fail to specify with particularity the document or categories of documents sought and seek information that is not relevant and not calculated to lead to the discovery of admissible evidence. For example, Plaintiff’s Request No. 1 seeks, “[t]he original of all documents which creates the trustee relationship by, between, or otherwise relating to Chase Home Finance, LLC, et al, Mortgage Electronic Registration Systems, Inc., [*sic*].”⁷ This request for the “original of all documents” plainly does not specify with particularity the documents sought. Moreover, Plaintiff’s Second Amended Complaint, the live pleading in this matter, alleges a claim under the Truth in Lending Act and remarkably alleges Plaintiff did not execute a promissory note.⁸ Plaintiff’s non-sensical request for documents related to an alleged trustee relationship between CHF and MERS does not seek relevant information calculated to lead to the discovery of admissible evidence. Defendants’ objections to Plaintiff’s requests should be upheld.

3. Defendants are entitled to their reasonable expenses, including attorney’s fees, incurred responding to the Motion to Compel.

An award of Defendants’ attorney’s fees in the amount of \$240 (representing one hour of work) from Plaintiff is warranted. Plaintiff’s Request for Production was served in blatant violation of this Court’s Order. Plaintiff’s Motion is not supported by any evidence or legal authority and was filed for an improper purpose to harass Defendants and waste the Court’s time

⁶ Docket No. 45.

⁷ Exhibit B, Req. No. 1. Defendants objected to the request “because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

⁸ Defendants filed a Rule 12(b)(6) Motion to Dismiss Plaintiff’s Second Amended Complaint which is pending. Docket No. 23.

and resources. Plaintiff's motion is meritless and must be denied. An award of fees may help discourage such frivolous filings in the future.

WHEREFORE, PREMISES CONSIDERED, Defendants CHF and U.S. Bank pray that Plaintiff's Motion to Compel be denied, that they be awarded reasonable expenses including attorney's fees as the prevailing party, and for such other and further relief to which they may show themselves to be justly entitled.

Respectfully submitted,

/s/ Gregory M. Sudbury
WM. LANCE LEWIS, Attorney-in-Charge
State Bar No. 12314560
SD Bar No. 28635
GREGORY M. SUDBURY, Of Counsel
State Bar No. 24033367
SD Bar No. 575264
QUILLING SELANDER CUMMISKEY & LOWNDS, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
(214) 871-2100 (Telephone)
(214) 871-2111 (Facsimile)
llewis@qsclpc.com
gsudbury@qsclpc.com

**ATTORNEYS FOR DEFENDANTS CHASE
HOME FINANCE LLC AND U.S. BANK
NATIONAL ASSOCIATION, AS TRUSTEE
FOR J.P. MORGAN MORTGAGE
ACQUISITION TRUST 2006-HE3, ASSET
BACKED PASS-THROUGH CERTIFICATES,
SERIES 2006-HE3**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been furnished to *pro se* Plaintiff in accordance with the Federal Rules of Civil Procedure, this 10th day of January, 2011 as follows:

VIA CMRRR

James Maxwell
334 High Point Crossing
Huffman, TX 77336

/s/ Gregory M. Sudbury
Wm. Lance Lewis / Gregory M. Sudbury

1 IN THE UNITED STATES DISTRICT COURT

2 SOUTHERN DISTRICT OF TEXAS

3 HOUSTON DIVISION

4 JAMES H. MAXWELL § CASE NO. 4:09-CV-04038
5 VERSUS § HOUSTON, TEXAS
6 CHASE HOME FINANCE, LLC, ET AL § THURSDAY,
§ SEPTEMBER 9, 2010
§ 10:51 A.M. TO 11:06 A.M.

7
8 INITIAL CONFERENCE

9 BEFORE THE HONORABLE FRANCES STACY
10 UNITED STATES MAGISTRATE JUDGE

11 APPEARANCES:

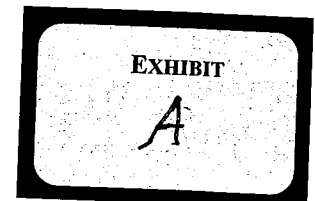
12 FOR PLAINTIFF: SEE NEXT PAGE
13 FOR DEFENDANT: SEE NEXT PAGE
14 COURT RECORDER: ROSARIO SALDANA
15 COURT CLERK: BEVERLY WHITE
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APPEARANCES:

FOR THE PLAINTIFF,
JAMES H. MAXWELL:

JAMES MAXWELL
334 HIGH POINT CROSSING
HUFFMAN, TX 77336
PRO SE

FOR THE DEFENDANT,
CHASE HOME FINANCE, LLC,
et al:

GREGORY M. SUDBURY, ESQ.
QUILLING SELANDER, ET AL
2001 BRYAN ST.
SUITE 1800
DALLAS, TX 75201
214-871-2100

1 HOUSTON, TEXAS; THURSDAY, SEPTEMBER 9, 2010; 10:51 A.M.

2 THE COURT: The next case is 2009-4038, Maxwell
3 versus the Chase Home Finance, LLC, et al.

4 MR. SUDBURY: I'm right here.

5 THE COURT: Come on up.

6 MR. MAXWELL: I'm right here.

7 THE CLERK: Please state your name for the record.

8 MR. SUDBURY: Gregory Sudbury for Defendant --
9 (Telephone recording ending.)

10 MR. MAXWELL: I'm here.

11 THE COURT: Are you Mr. Maxwell?

12 THE CLERK: Are you the person I'm trying to call?
13 Oh, okay.

14 MR. MAXWELL: I just said I'm here. I guess you
15 didn't hear me.

16 THE CLERK: Oh, I thought you were addressing the
17 Court. I'm sorry.

18 MR. MAXWELL: No.

19 THE COURT: All right.

20 MR. MAXWELL: I'm James H. Maxwell, Plaintiff.

21 THE COURT: All right. Have you tried to hire a
22 lawyer, Mr. Maxwell?

23 MR. MAXWELL: No, ma'am.

24 THE COURT: Are you going to try to hire a lawyer?

25 MR. MAXWELL: Not at this point, no, ma'am.

1 **THE COURT:** I can give you some suggestions, you
2 know.

3 **MR. MAXWELL:** Okay.

4 **THE COURT:** I can give you the collection -- my
5 collection of business cards of people that are frequently
6 representing plaintiffs who, you know, can't afford lawyers
7 necessarily or would prefer to have a contingent
8 arrangement, that kind of thing.

9 Is this a wrongful foreclosure case or what?

10 **MR. MAXWELL:** This case was filed prior to any
11 foreclosure activities --

12 **THE COURT:** Okay.

13 **MR. MAXWELL:** -- by myself. The Defendant
14 proceeded with the foreclosure, even though there was a
15 pending lawsuit, which is this case here on the property.
16 There was a duly recorded lis pendens, recorded with the
17 Harris County Clerk and also filed in this case, but the
18 foreclosure action continued anyway.

19 **THE COURT:** Okay. Well, I think that you -- if
20 you have a good claim that you're going to be much, much
21 better off with an attorney helping you.

22 You're not an attorney, are you?

23 **MR. MAXWELL:** No, ma'am.

24 **THE COURT:** Okay. So I really think you should
25 get a little time to find a lawyer to get involved in this

1 case and I'm going to give you 30 days to do that. Today is
2 the 9th of September and so the 12th of October is the first
3 week day 30 days from today and that is the deadline I'm
4 going to give you.

5 **MR. MAXWELL:** What day?

6 **THE COURT:** October 12th, to try to get an
7 attorney. And this -- let's start giving you -- these are
8 lawyers that just appear in my court and frequently they are
9 representing people like you in situations like yours. I
10 don't have any relationship with these lawyers, just so
11 Mr. Sudbury doesn't get nervous.

12 I'll give you a copy of the business cards,
13 if you'd like?

14 **MR. MAXWELL:** Sure.

15 **MR. SUDBURY:** I certainly trust Your Honor, but my
16 client --

17 **THE COURT:** But if you call them and they cannot
18 help you, ask them to refer you to another attorney who can
19 help you because there are lawyers out there who work with
20 people in your kind of situation, Mr. Maxwell, and I
21 encourage you to make a serious effort to try to get a
22 lawyer to help you in this case.

23 **MR. MAXWELL:** I don't have the option to go
24 pro se?

25 **THE COURT:** Oh, yes, you do.

1 MR. MAXWELL: Okay. So it's not --

2 THE COURT: I'm just warning you against that.

3 MR. MAXWELL: It's not mandatory?

4 THE COURT: No.

5 MR. MAXWELL: Okay. Okay.

6 THE COURT: No, no, no.

7 MR. MAXWELL: I just wanted to clarify.

8 THE COURT: But I'm strongly suggesting you try.

9 MR. MAXWELL: I understand.

10 THE COURT: And then you have these motions, the
11 Motion to Dismiss, for instance. If you don't have an
12 attorney to help you respond to that -- have you filed a
13 response?

14 MR. SUDBURY: He's not -- well, you directed to
15 him, I believe, but there's not a response. We've got a
16 Motion to Dismiss a Second Amended Complaint filed in May.
17 I think it's Docket Number 23 that's been pending.

18 And it would be Defendant's preference, I
19 think, obviously -- but it would be our preference that we
20 not even enter a Scheduling Order until that motion has been
21 ruled upon. There's some history of some various orders in
22 this case, some admonishments to the Plaintiff, which I
23 believe suggest the Motion to Dismiss will be heard.

24 THE COURT: Well, until he has -- until his
25 deadline to get a lawyer involved expires, the Motion to

1 Dismiss will not be resolved. In fact, he can have -- the
2 lawyer can have until -- if he gets a lawyer, he can have --
3 he or she can have until November the 10th to file a
4 response to the Motion to Dismiss.

5 So October 9th -- November 9th is the
6 deadline for attorney to appear for Plaintiff, and November
7 -- let's say November 10th -- November 10th is the new
8 deadline for an attorney to respond to the Motion to
9 Dismiss.

10 **MR. MAXWELL:** November 10th?

11 **THE COURT:** November the 10th, a lawyer -- if you
12 get a lawyer, your lawyer can respond to that motion by
13 November the 10th.

14 **MR. MAXWELL:** And if I so chose, I can respond, as
15 well?

16 **THE COURT:** I'm not extending your deadline. That
17 was -- you know, that's been pending since May the 14th, so
18 I'm not extending your deadline. You know, if you file a
19 response and Judge Harmon considers it, then that's not up
20 any -- but I'm not extending your deadline. I'm extending
21 it if you get a lawyer involved, just as a courtesy to the
22 lawyer.

23 So I'll enter some of the dates that you have
24 put on this Scheduling Order.

25 Did you consult with each other on this?

1 **MR. MAXWELL:** Yes.

2 **MR. SUDBURY:** We did, but Your Honor, could I make
3 this suggestion and just point this out? We were originally
4 supposed to have the 16 back in April and Plaintiff
5 unilaterally asked for a continuance of it and pushed this
6 back. So now if he is potentially going to get more time to
7 respond to our pending Motion to Dismiss, I think my
8 preference, if the Court is inclined, is to see if he gets
9 an attorney, see if there's a response and then obviously,
10 if there's an attorney, I can work with him or her on the
11 dates.

12 I just don't know that it makes any sense at
13 this point to start putting dates down and doing any
14 discovery or anything in this case, given the situation.

15 And there's also -- and I think I should make
16 the Court aware, there's also another pending lawsuit in
17 front of Judge Lake where Mr. Maxwell apparently out of
18 retaliation for the foreclosure sale, have sued some
19 individuals and the bank --

20 **THE COURT:** Okay.

21 **MR. SUDBURY:** -- and me, personally, so we've also
22 got that.

23 **MR. MAXWELL:** That suit was filed prior to the
24 foreclosure.

25 **THE COURT:** I'm going to reset the Rule 16

1 Conference to December the 1st and note there must be a
2 joint discovery and case management plan on file by November
3 the 24th.

4 MR. SUDBURY: And Your Honor, we have one on file.
5 Do you want another one with the --

6 THE COURT: With the lawyer, yeah.

7 MR. SUDBURY: Okay. And I'm sorry that I'm the
8 one asking questions, but in the event Mr. Maxwell elects
9 not to get a lawyer for this, I mean, do you still want us
10 to comply with --

11 THE COURT: A new joint discovery and case
12 management plan? No. No, but you will still have a Rule 16
13 conference --

14 MR. SUDBURY: A Rule 16? Oh, on December 1st.

15 THE COURT: -- on December 1st.

16 MR. SUDBURY: Right. And that's all I'm
17 suggesting. I don't want to have to go and redo what we've
18 already done.

19 THE COURT: No. You don't have to, but I think if
20 a lawyer gets involved in the case, that we should let the
21 attorney have input.

22 MR. SUDBURY: Sure.

23 THE COURT: Okay.

24 MR. MAXWELL: But if I choose not to get an
25 attorney, then what's the timeline that we're dealing with?

1 **THE COURT:** Then we will have a Rule 16 conference
2 on December the 1st.

3 **MR. MAXWELL:** Okay.

4 **THE COURT:** Just like this one and we will enter a
5 schedule at that time.

6 **MR. MAXWELL:** Can we go ahead and proceed with the
7 dates that we've mutually agreed to?

8 **THE COURT:** Well, Mr. Sudbury thinks that wouldn't
9 be a good idea in the case you're getting a lawyer -- in
10 case you're getting an attorney involved, an attorney will
11 want to formulate a schedule for you.

12 **MR. MAXWELL:** Whatever dates I agreed to, they'll
13 have to agree to. I mean, it's my case.

14 **THE COURT:** Okay. Well, if you want me to do
15 these schedules now?

16 **MR. MAXWELL:** So I'd like to go ahead and get
17 those dates agreed to.

18 **THE COURT:** Let's just put the dates in, but say
19 that no discovery will take place until after the expiration
20 of the attorney appearance deadline of October the 9th.

21 **MR. MAXWELL:** Okay. Then after that date, if I
22 choose not to get an attorney, then we can proceed further?

23 **THE COURT:** Yes, yes.

24 **MR. MAXWELL:** Is that right?

25 **THE COURT:** Yes. Okay. So the motions -- let's

1 change that motion deadline -- October 28th is too soon for
2 Motions for Leave of Court to Amend Pleadings, or Leave of
3 Court to Join New Parties. I'll make that date later. Let
4 me get the right calendar year.

5 I think that the Motion for Leave of Court to
6 Amend Pleadings or Leave of Court to Join New Parties should
7 be December 13, 2010.

8 MR. MAXWELL: Now are we going to -- do I need to
9 write this down, or are you going to provide it to us?

10 THE COURT: I can hand you my copy so you can take
11 notes and then after the Clerk enters the Order, it'll be
12 provided to you at the address --

13 MR. MAXWELL: Okay.

14 THE COURT: -- that's on file here, High Point
15 Crossing?

16 MR. MAXWELL: Yes, ma'am.

17 THE COURT: Okay. The Plaintiff's expert witness
18 deadline is going to be 2011, January the 20th. We'll just
19 go off those dates.

20 And March 30th for the Defendant's expert
21 deadline.

22 And the discovery deadline will be -- it
23 should be at least 30 days, probably more like 45 days after
24 experts are designated, so we'll make it May 18th, 2011 for
25 discovery deadline. That date can be extended by the

1 parties without leave of Court.

2 And then the motion deadline for dispositive
3 and non-dispositive motions can be June the 30th for Item 5
4 and 6, June 30th.

5 All right. And the trial date that goes with
6 that, can be any of those September dates, September 12th,
7 September 26th, October 11th? Take your pick. Actually, it
8 can't be September 12th because the pretrial order is due
9 August 22nd and that's not eight weeks from June the 30th,
10 but it could be September 26th. Is that agreeable to the
11 parties?

12 **MR. SUDBURY:** That's fine with me, Your Honor.

13 **MR. MAXWELL:** The 26th is good.

14 **THE COURT:** All right. September 26th is the
15 first day of the week period during which you should be
16 ready for trial. The Docket Call is September 23rd. The
17 pretrial order is due September 12th and you should also use
18 that date for trial-related motions.

19 Okay. So I really encourage you to get an
20 attorney or somebody to help you, Mr. Maxwell, even if it
21 is --

22 **MR. MAXWELL:** I've got assistance.

23 **THE COURT:** You do? Okay.

24 **MR. MAXWELL:** Yes, ma'am. That's why I'm going on
25 the basis that I prefer not to go with an attorney.

1 **THE COURT:** All right. So that's your schedule.

2 **MR. MAXWELL:** So if you're in agreement, then
3 that's the direction I'm going to go.

4 **THE COURT:** Well, it's not up to me. My opinion
5 is completely different from yours. I advise you to get a
6 lawyer; otherwise, you have very little chance of success,
7 but it's your decision. That's why I'm giving you the extra
8 time. So don't make a decision here in court. You have 30
9 days. Think about your options. Discuss it with the person
10 that's advising you. I think that you should get an
11 attorney. Okay?

12 **MR. MAXWELL:** Okay. But these dates here --

13 **THE COURT:** These dates are going to be entered --

14 **MR. MAXWELL:** Right, okay.

15 **THE COURT:** -- in the schedule.

16 **MR. MAXWELL:** Okay.

17 **THE COURT:** All right.

18 **MR. MAXWELL:** So these dates will apply with or
19 without an attorney?

20 **THE COURT:** Unless your lawyer asks for new dates,
21 but there shouldn't be any problem.

22 **MR. MAXWELL:** Right.

23 **THE COURT:** I mean, there's no deadline until
24 December of this year. I don't think this will scare off a
25 potential lawyer at all.

1 MR. MAXWELL: Okay. All right.

2 THE COURT: Okay.

3 MR. SUDBURY: Okay. And Your Honor, just 'cause
4 there are about two things and I apologize.

5 THE COURT: It's all right.

6 MR. SUDBURY: Very quickly, the deadline for him
7 to get a lawyer is October 12th or the 9th, did you say?

8 THE COURT: October 12th.

9 MR. SUDBURY: October 12th. Okay. So --

10 THE COURT: The 9th is a Sunday.

11 MR. SUDBURY: So the Court does not want any
12 discovery? Basically we're going to stand down until the
13 12th?

14 THE COURT: Correct.

15 MR. SUDBURY: And Mr. Maxwell can determine
16 whether he wants to proceed or go on with lawyer?

17 THE COURT: That's right.

18 MR. SUDBURY: Okay. Just so that's understood.

19 MR. MAXWELL: After that date then, then we'll go
20 ahead and proceed with these dates --

21 THE COURT: Yes.

22 MR. MAXWELL: -- that you've written down here?

23 THE COURT: Yeah, but that first one is
24 December 13th. I mean, it's not any pressure.

25 MR. MAXWELL: Right. So after the October 12th,

1 then we can go ahead and continue with what the dates are
2 listed here?

3 THE COURT: Yeah.

4 MR. MAXWELL: Is that correct?

5 THE COURT: Yes.

6 MR. MAXWELL: Okay.

7 THE COURT: All right.

8 MR. MAXWELL: Thank you.

9 THE COURT: Good luck with your case.

10 Thank you for appearing.

11 MR. SUDBURY: Thank you, Your Honor.

12 THE COURT: This hearing is adjourned.

13 (Court confers with Clerk.)

14 MR. MAXWELL: So I'll get a copy of these dates?

15 THE COURT: If you want to write them down --

16 MR. MAXWELL: Sure.

17 THE COURT: -- before you leave, you certainly
18 may.

19 MR. MAXWELL: All right. Thank you.

20 THE COURT: If you can read my handwriting. It is
21 questionable.

22 MR. MAXWELL: Well, how quick would I get this
23 mailed to me?

24 THE COURT: Within a couple of days, the Clerk of
25 the Court will enter it and send it to you --

1 MR. MAXWELL: A couple of days? Okay.

2 THE COURT: -- at your house.

3 MR. MAXWELL: Okay. That's fine.

4 THE COURT: Are you signed up to receive orders by
5 email?

6 MR. MAXWELL: No, ma'am.

7 THE COURT: You can do that.

8 MR. MAXWELL: Really?

9 THE COURT: In the Clerk's Office. What? Is that
10 on the Fifth Floor?

11 MR. MAXWELL: Fifth Floor.

12 THE CLERK: Yes, Judge, but they don't encourage
13 it for pro se movants.

14 THE COURT: All right.

15 MR. MAXWELL: I've got access to PACER, so that's
16 fine.

17 THE COURT: So call them -- I mean, go by their
18 office. If they want to sign you up for receiving things by
19 email --

20 MR. MAXWELL: Right.

21 THE COURT: -- you can try that.

22 MR. MAXWELL: Okay. Thank you very much.

23 THE CLERK: You're welcome.

24 (Hearing adjourned at 11:05 a.m.)

25 * * * * *

1 I certify that the foregoing is a correct transcript from
2 the electronic sound recording of the proceedings in the
3 above-entitled matter.

4 /s lmartin

5

6 JUDICIAL TRANSCRIBERS OF TEXAS, INC.

7 JTT JOB/INVOICE # 28573

8 DATE: SEPTEMBER 23, 2010

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OBJECTIONS AND RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: The original of all documents which create the trustee relationship by, between, or otherwise relating to Chase Home Finance LLC, et al, Mortgage Electronic Registration Systems, Inc.,

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

REQUEST FOR PRODUCTION NO. 2: Produce the original Mortgage/Deed of Trust and Note for inspection and copying at _____ (location), at (date) and (time).

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous and non-sensical. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request to the extent it seeks to impose an obligation not required by the Federal Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 3: An original of all documents which create the successor relationship by, between, or otherwise relating to Chase Home Finance LLC, et al, Mortgage Electronic Registration Systems, Inc., that demonstrates the defendants have standing to have brought the Complaint in Foreclosure.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

REQUEST FOR PRODUCTION NO. 4: A copy of all documents which create the nominee relationship by, between, or otherwise relating to Chase Home Finance LLC, et al, Mortgage Electronic Registration Systems, Inc., that demonstrate the Defendant's have standing to have brought this Complaint in Foreclosure.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

REQUEST FOR PRODUCTION NO. 5: A copy of the documents that are relied upon by the Defendant's to demonstrate who is defined as the "Lender" by the Mortgage.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

REQUEST FOR PRODUCTION NO. 6: If the "Lender is no longer Chase Home Finance LLC., a copy of the documents demonstrating who is now the "Lender."

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

REQUEST FOR PRODUCTION NO. 7: A copy of the document(s) that reference the Petitioner or his account and [any second mortgage holder, i.e., MERS] which are directly or indirectly in control of the Plaintiff and that are not protected by attorney-client privilege.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, non-sensical and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

REQUEST FOR PRODUCTION NO. 8: A copy of the servicing agreement that authorizes the Mortgage Servicer to represent the Mortgagee.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

REQUEST FOR PRODUCTION NO. 9: A recorded document that appointed MERS as an agent for the true lender and has authority to substitute the Trustee.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

REQUEST FOR PRODUCTION NO. 10: A copy of all document(s) referencing the Defendant or his account under the control of the Defendant that are not protected by attorney-client privilege.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, non-sensical and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks

information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request to the extent it seeks information that is proprietary or confidential. Defendants object to this request to the extent it seeks information which is attorney-client or attorney work product privileged.

REQUEST FOR PRODUCTION NO. 11: A copy of all document(s) that are relied upon by the Defendant to demonstrate the Defendant has standing to bring and maintain this lawsuit.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, non-sensical and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts.

REQUEST FOR PRODUCTION NO. 12: A copy of all documents that are relied upon by the Defendant's to demonstrate Chase Home Finance LLC, et al, is an agent of the Defendant in respect to the Mortgage and Note.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, non-sensical and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information which is attorney-client or attorney work product privileged.

REQUEST FOR PRODUCTION NO. 13: A copy of any and all documents the Defendant's intend to rely upon at trial that has not already been provided to the Petitioner.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is overly broad, unduly burdensome and fails to specify with particularity the particular document or categories of documents sought. Defendants object because the request

seeks to require Defendants to marshal their evidence which is beyond the scope of discovery permitted by the Federal Rules of Civil Procedure. Defendants further object because this request is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 14: A copy of documents provided to the Petitioner at the time of application through closing, including all TILA and RESPA disclosures.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, non-sensical and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome.

REQUEST FOR PRODUCTION NO. 15: Provide any assignments or conveyances of mortgage/deed of trust and transferring the mortgage and note from immediate predecessor-in-interest of the Mortgage/Deed of Trust and Note to the Petitioner.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request to the extent it seeks information that is proprietary or confidential, including but not limited to information that is private or confidential related to other customers. Defendants object to this request to the extent it seeks information which is attorney-client or attorney work product privileged.

REQUEST FOR PRODUCTION NO. 16: Provide any assignments or conveyances of the note transferring the mortgage and note from immediate predecessor-in-interest of the Mortgage/Deed of Trust and Note to the Defendant.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request to

the extent it seeks information that is proprietary or confidential, including but not limited to information that is private or confidential related to other customers. Defendants object to this request to the extent it seeks information which is attorney-client or attorney work product privileged.

REQUEST FOR PRODUCTION NO. 17: Provide copies of all allonges to note under Defendant's control for the mortgage and note subject to this lawsuit.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information that is proprietary or confidential.

REQUEST FOR PRODUCTION NO. 18: Provide copies of all assignments or conveyances of mortgage under Defendant's control for the mortgage and note subject to this lawsuit.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request to the extent it seeks information that is proprietary or confidential. Defendants object to this request to the extent it seeks information which is attorney-client or attorney work product privileged.

REQUEST FOR PRODUCTION NO. 19: Provide copies of all assignments or conveyances of deeds-of-trust under Defendant's control for the mortgage and note subject to this lawsuit.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request to

the extent it seeks information that is proprietary or confidential. Defendants object to this request to the extent it seeks information which is attorney-client or attorney work product privileged.

REQUEST FOR PRODUCTION NO. 20: If the chain of title does not provide the entire ownership of the note and mortgage uninterrupted, provide the documents that demonstrate the uninterrupted ownership of the note and mortgage from closing until today.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information that is proprietary or confidential. Defendants object to this request to the extent it seeks information which is attorney-client or attorney work product privileged.

REQUEST FOR PRODUCTION NO. 21: Provide the documents, as defined above, in the possession of the Defendant, which reference the petitioner or his account.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, non-sensical and fails to specify with particularity the particular document or categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request to the extent it seeks information that is proprietary or confidential. Defendants object to this request to the extent it seeks information which is attorney-client or attorney work product privileged.

REQUEST FOR PRODUCTION NO. 22: Provide the documents that include memos, notes, and correspondence in the possession of Mortgage Electronic Registration Systems, Inc. which reference the defendant or his account which have not been provided as of yet.

RESPONSE: Subject to the preliminary objections, Defendants object to this request because it is vague, ambiguous, and fails to specify with particularity the particular document or

categories of documents sought. Defendants object to this request because it seeks information that is not relevant to any claim asserted in this action against them and therefore is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is overly broad and unduly burdensome. Defendants object to this request because it assumes and misstates facts. Defendants object to this request to the extent it seeks information that is proprietary or confidential. Defendants object to this request to the extent it seeks information which is attorney-client or attorney work product privileged.

Respectfully submitted,

/s/ Gregory M. Sudbury

WM. LANCE LEWIS, Attorney-in-Charge

State Bar No. 12314560

SD Bar No. 28635

GREGORY M. SUDBURY, Of Counsel

State Bar No. 24033367

SD Bar No. 575264

**QUILLING, SELANDER, CUMMISKEY &
LOWNDS, P.C.**

2001 Bryan Street, Suite 1800

Dallas, Texas 75201

(214) 871-2100 (Telephone)

(214) 871-2111 (Facsimile)

llewis@qsclpc.com

gsudbury@qsclpc.com

**ATTORNEYS FOR DEFENDANTS CHASE
HOME FINANCE LLC AND U.S. BANK
NATIONAL ASSOCIATION, AS TRUSTEE
FOR J.P. MORGAN MORTGAGE
ACQUISITION TRUST 2006-HE3, ASSET
BACKED PASS-THROUGH CERTIFICATES,
SERIES 2006-HE3**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been furnished to *pro se* Plaintiff in accordance with the Federal Rules of Civil Procedure, this 11th day of October, 2010 as follows:

VIA CMRRR

James Maxwell
334 High Point Crossing
Huffman, TX 77336

/s/ Gregory M. Sudbury
Wm. Lance Lewis / Gregory M. Sudbury